An accident is any event which takes place without the foresight or expectation of the person acted upon or affected by the event. *Crandal v. Accident Ins. Co.*, 27 Fed. 40. The laws of accident insurance are applied to injuries under the Act. *Wicks v. Dowell & Co., Ltd.*, 1905 2 K. B. 225. A liberal construction should be given to any set of facts. *Sadowski v. Thomas Furnace Co.*, 157 Wis. 443. To consider a disease accidental there must be an accidental cause, as distinct from the disease itself. *Columbia Paper Stock Co. v. Fidelity Co.*, 104 Mo. App. 157; *Travelers Ins. Co. v. Melick*, 65 Fed. 178; *Delaney v. Modern Acc. Club*, 121 Iowa 528. So a disease which results from a cause known and foreseen at the time as likely to produce the result cannot be included under the term accidental. *Sinclair v. Maritime Pass. Co.*, 3 E. & E. 478; *Dozier v. Fidelity Co.*, 46 Fed. 446. That the cases are at variance may be seen from a comparison of *Britons, Ltd. v. Turvey*, 1905 A. C. 230, and *Bacon v. U. S. Mut. Acc. Assoc.*, 123 N. Y. 304. Recovery was allowed in the former and denied in the latter, in both cases the disease being anthrax. The distinction seems to hinge on whether or not the cause of the contraction of the disease was accidental. In the principal case this requisite seems to be fulfilled and although the courts are not settled, yet the holding seems to accord with the intent of the legislature which enacted the act in question.

J. McD.

MASTER AND SERVANT—WORKMEN'S COMPENSATION ACT—DEFINITION OF "ACCIDENT."—WESTERN INDEMNITY CO. V. PILLSBURY, 151 PAC. (CAL.) 398.—A foreman, in disputing with one of the laborers under his direction, as to the manner of performing certain work, was severely injured and lacerated by the angered workman, in the quarrel which ensued. *Held*, such injury may be termed an "accident," within the terms of the Workmen's Compensation Act. Henshaw, J., *dissenting*.

An accident has been defined as an event happening without the concurrence or the will of the person by whose agency it was caused. *Ætna Life Insurance Co. v. Vandecar*, 86 Fed. 282. The first formulation of such a definition of the word as applied to workmen's compensation laws is to be found in the case of *United States Mutual Accident Association v. Barry*, 131 U. S. 100. That case defines an accident as an unusual and unexpected result attending the performance of a usual and necessary act. Also *Williams v. U. S. Mut. Acc. Ass'n*, 14 N. Y. Supp. 728, 730. The English cases, in deciding actions under their Workmen's Compensation Act, seem to have been influenced by this view. Where a school teacher had incurred the hostility of some of the pupils because of his strict discipline, and was assaulted by them so grievously that he died, the event was held an accident, arising in the course of his employment. *Kelly v. District School*, 136 L. T. R. (H. L.) 605 (1914). Where an employee was shot by a third person in the course of carrying wages to a colliery, he was held entitled to compensation. *Nesbit v. Rayne*, 3 B. W. C. C. 507 (1910). A gamekeeper, attacked and injured by poachers, was held to have been disabled by an accident. *Anderson v. Balfour*, 2 I. R. 497 (1910) (Cherry, J. *dissenting*). The dissenting opinion seeks to define

accident from the point of view of the intent of the third party to work the injury: holding that only without such intent could the deed be denominated an accident. But it is from the point of view of the employee that the question must be considered, and so these cases hold that from such point of view, a deliberate and intentional deed by another can be termed an accident, always provided the employee has not engaged in a private altercation on his own account. See *Matter of Employers' Liability Assurance Corporation,* 102 N. E. (Mass.) 697.

A. N. H.

TRADE-MARKS AND TRADE-NAMES—DESCRIPTIVE WORDS.—N. Y. AND N. J. LUBRICANT CO. *v.* YOUNG, 94 ATL. (N. J.) 570.—Plaintiff put on the market an article which it called "non-fluid oil." It had the consistency of a grease but was composed of oil to an extent varying from 75 to 95 per cent. *Held,* the words "non-fluid oil" are descriptive, and plaintiff is not entitled to an exclusive property right therein. Kalisch, Black, and Williams, JJ., *dissenting.*

Names which are mere descriptive terms of a business and generic in their nature are not capable of being appropriated and there can be no unfair competition arising from the use of such names. *Furniture Hospital v. Dorfman,* 179 Mo. App. 302. For example, "always closed," as applied to a revolving door. *Van Kannel Revolving Door Co. v. American Revolving Door Co.,* 215 Fed. 582, 131 C. C. A. 650. "Inter-phone," as applied to telephone switching apparatus. *In re Western Electric Co.,* 39 App. D. C. 420. "Brilliant," as applied to designate one kind of flour. *Sauers Milling Co. v. Kehlor Mills Co.,* 39 App. D. C. 535. "Union," as applied to tobacco packages. *American Tobacco Co. v. Globe Tobacco Co.,* 193 Fed. 1015. "No-sag," as applied to handbags. *In re Freund Bros. and Co.,* 37 App. D. C. 109. But non-exclusive trade-marks or names which all may use because descriptive, may yet by long use in connection with the goods or business of a particular trader, come to have a secondary meaning and though the primary meaning of the word is *publici juris* its secondary meaning is not. *Furniture Hospital v. Dorfman* (*supra.*). Thus the name "Furniture Hopital," though descriptive, was yet so unusual as to be capable of being appropriated as a trade-name; and in the case of the *National Cloak Co. v. Londy & Friend,* 211 Fed. 760, the word "National" as applied to the cloak business, while not distinctive, was held to have acquired a meaning which was plaintiff's property. Also in the case of *N. Y. Mackintosh Co. v. Ham,* 198 Fed. 571, the word "Bestyette" was held to be sufficiently distinctive to be a valid trade-mark for cloaks. The same was held as to the word "cream" as a trade-name for a baking-powder. *International Food Co. v. Price Baking Powder Co.,* 37 App. D. C. 137.

S. B.

WILLS—PROBATE AND ESTABLISHMENT—PLEADING—UNDUE INFLUENCE.—CUNNINGHAME V. HERRING, 70 So. (ALA.) 148.—*Held,* In a proceeding contesting a will, a bare allegation of undue influence without averment of the quo modo of its exercise is sufficient, and is not subject to demurrer for failure to set out the facts.